

REMARKS

The non-final office action of July 23, 2007, has been carefully reviewed and these remarks are responsive thereto. Reconsideration and allowance of the instant application are respectfully requested. Claims 1-15 remain in this application.

Claims 1-14 stand rejected under 35 U.S.C. § 102(e) as being anticipated by Lakritz (U.S. Patent No. 6,623,529). This rejection is respectfully traversed.

Claim 1 recites, inter alia:

“...(b) means for periodically reading data representing current content from the multiplicity of interrelated data sources identified as provider sites by said site-to-site relationship manager according to a predetermined schedule, (c) means for comparing said periodically read data representing current content with data representing prior content to identify content changes at a respective provider site, and (d) a project manager for automatically transferring said data identified as a content change by said comparing means ...”

Lakritz does not disclose at least these recitations. While Lakritz discloses that “the Manager’s Console detects when a document in the master language has been updated,” (col. 9, lines 44-45) nowhere does Lakritz describe that the detection is based upon a predetermined detection schedule, or that detection is ascertained by comparing the periodically read content to previous content. Lakritz does not disclose how or when the detection occurs at all, only that the “web site manager” will be immediately alerted if “a document in the master language is subsequently updated,” which suggests that no predetermined detection schedule is being utilized. (Col. 13, lines 9-12).

Furthermore, the detection in Lakritz is concerned only with changes in the single “master language,” which is found on “the master site,” (see e.g., col. 5, lines 10-23), not a *multiplicity* of interrelated data sources, corresponding to a plurality of sites identified as provider sites as recited in amended claim 1. That is, detection of change, as recited, occurs with

respect to multiple language/localization sources corresponding to multiple provider sites. Thus, there is no disclosure that the detection in Lakritz occurs periodically according to a predetermined schedule, or that the detection is carried out by comparing periodically read content to prior content, or that the detection relates to changes in a multiplicity of interrelated data sources, as recited in amended claim 1. The Examiner in the current office action, page 4, indicates that “there must be some sort of predetermined schedule...” Applicants submit the Examiner’s position is incorrect as the Examiner is effectively arguing that Lakritz must “inherently” disclose the schedule because a result is achieved. This is incorrect. The law of inherency is based not on whether a claimed technique may or may not possibly be present in a reference but rather that the reference cannot function without the recited technique (i.e., must have the recited technique). Specifically, Lakritz may not use a schedule but rather check every document every time the document is saved. This technique is not a “schedule” as recited. As such, as Lakritz may use a technique different from the recited “schedule,” Lakritz cannot inherently disclose the “schedule” as claimed.

The distinctions described above are more evident when considered in light of Lakritz’s goal in allowing “a master site to be built that is language and country-independent,” which can subsequently serve localized/translated versions to visitors. (See col. 5, lines 10-18). In short, the existence of the visitors is what drives the data movement, not as recited in claim 1. Thus, the relationship is akin to a client-server model where individual sites receive their actual content from a centralized source. Even when multiple servers are being used in Lakritz, only “one server is designated the master, and the others [designated as] slaves.” (Col. 14, lines 43-45). However, claim 1 recites “a *site-to-site* relationship manager for identifying provider and subscriber relationships.” (Emphasis added).

The Examiner’s response to the “provider” and “subscriber” relationships as stated above as found on page 3 of the current office action misses the point about these relationships. The “subscriber” is not one who has a document to be translated (as assumed by the Examiner). Rather, claim 1 recites:

“...transferring said data identified as a content change by said comparing means to at least one of said interrelated data sources identified as a subscriber site...”

In short, the data to be translated is “transferr[ed]... to at least one of said interrelated data sources identified as a subscriber site...” The subscriber site is not providing the data to be translated as assumed by the Examiner. Rather, the provider site is providing the data. The Examiner’s construction of the claim is incorrect and therefore the Examiner’s application of Lakritz to the claim is also incorrect.

In addition, Lakritz does not disclose a project manager for *automatically* transferring the data identified as a content change to at least one of the interrelated data sources identified as a subscriber site. That is, resources of web sites identified as subscribers are automatically updated in response to changes in a resource on one or more source or provider sites (specification, para [2]), without user input or initiation, with the end result that “multilingual and multi-site web-site globalization can be efficiently and substantially automatically managed.” (Specifications, para [25]). However, Lakritz discloses that once the user (web site manager) has been alerted to updates in a document in the master language, the user must initiate the translation of other documents requiring updates. (See col. 9, lines 45-50). Where translation in a newly added language is required, the user must also specify “the new languages from a pulldown list.” (Col. 10, lines 19-25). Finally, once the user has been notified that translation is complete, the user can then “install the translated documents back onto the active area of the Web site...or can make them available for internal review within the organization.” (Col. 14, lines 5-17). That the user is presented with the option not to publish the translated documents implies that user control is required for such sensitive determinations and therefore serves an integral role in the operation of the Lakritz system. Thus, there is no disclosure in Lakritz of automatically transferring updated contents (said data identified as a content change), in response to changes in a resource (by said comparing means), to subscriber sites (at least one of said interrelated data sources identified as a subscriber site) as recited.

The Examiner’s interpretation of Lakritz regarding “automatically transferring said data identified as a content change by said comparing means” is again incorrect. The Examiner relies

believes the “Web site manager” of Lakritz is the recited “project manager.” See pages 4-5 of the current office action. This is misplaced. The “Web site manager” is indeed a person as only a person can

“simply click on a button, using Console’s 1202 “one-touch” translation feature...” (See column 13, lines 15-17).

The claim recites

“a project manager for automatically transferring said data identified as a content change by said comparing means to at least one of said interrelated data sources identified as a subscriber site by said site-to-site relationship manager.”

As Lakritz only discloses a person (whose job title is a Web site manager) who must click a button prior to any documents being released, Lakritz fails to disclose the “project manager” as recited.

“A claim is anticipated only if each and every element is set forth in the claim is found, either expressly or inherently described, in a single prior art reference.” *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). In the present case, Lakritz fails to disclose each and every element of claim 1. For at least these reasons, claim 1 is allowable over Lakritz.

Claims 2-14 depend from claim 1 and are allowable for at least the reasons set forth above for claim 1.

Claim 15 was rejected under 35 U.S.C. § 103(a) as being unpatentable over Lakritz. This rejection is respectfully traversed.

Claim 15 depends from claim 1. As set forth above, Lakritz fails to disclose claim 1. Therefore, it is respectfully submitted that claim 15 is allowable over Lakritz.

If any fees are required or if an overpayment is made, the Director is authorized to debit or credit our Deposit Account No. 19-0733, accordingly.

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Response Dated January 23, 2008
Reply to Office Action of July 23, 2007

All rejections having been addressed, applicants respectfully submit that the instant application is in condition for allowance, and respectfully solicit prompt notification of the same.

Respectfully submitted,
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